



Instr: 201002040004201 02/04/2010  
P: 1 of 2 F: \$28.00 2:04PM LEAS  
Rick Campbell  
Stark County Recorder T20100003648

### NON DEVELOPMENT OIL AND GAS LEASE

Sisko #1 - 62

THIS LEASE, made this 25<sup>th</sup> day of January, 2010, by

and between

David M. Weaver and Scott W. Weaver

539 Tremont Avenue SE

Massillon, Ohio 44646

**Please circle marital status:** Single, Married, Divorced Widowed (If married, spouse must sign lease)

hereinafter called Lessor, and. **EVERFLOW EASTERN PARTNERS, LP.**, P.O. Box 629, Canfield, Ohio 44406, hereinafter called Lessee, do agree:

1. Lessor, for consideration, grants Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market the same from a well or wells on other lands; the right to unitize Lessor's lands, or any portion, with other lands into a drilling unit of no more than one hundred sixty acres. This Lease is for 5 years(s), and as long thereafter as operations are being conducted on any such unit or oil or gas can be produced in paying quantities in Lessee's judgment from any such unit. This lease covers all of Lessor's land in and adjoining Section/Lot 9533 of the City of Massillon, Stark, County, Ohio, containing 0.07 acres, more or less, and bounded substantially, now or formerly, as follows:

Or further described as:

Parcel #: 0612640

Property Address: **539 Tremont Avenue, Massillon**

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8) of the proceeds realized by Lessee on all the oil and gas sold off the unit, as the amount of Lessor's acreage in the unit bears to the total acreage in the unit. Lessor grants Lessee a power of attorney to execute indemnifying division orders or contracts for the sale of gas or oil.

3. No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any surface installation of any nature whatsoever on the leased property, the within Lease being granted solely for the purpose of permitting the Lessee to unitize the leased property with other properties, which other properties shall bear all the burden of development. Lessor understands and gives consent that, due to slant (directional) drilling, originating from surface entry on a parcel not owned by Lessor, the wellbore may pass through or terminate below the surface of Lessor's property.

4. This lease shall be binding on all heirs, successors, and assigns of Lessor and Lessee. No change of ownership shall be binding on Lessee until Lessee has received adequate evidence of transfer. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time surrender this Lease in whole or in part.

5. Lessor hereby warrants and agrees to defend title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself for any payments due hereunder.

6. Lessee agrees to pay Lessor a sum of \$100.00 as a signing bonus consideration, payable prior to drilling.



LESSOR:

*David M. Weaver*  
David M. Weaver  
*Scott W. Weaver*  
Scott W. Weaver

STATE OF OHIO  
COUNTY OF Holmes SS:

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January,  
~~2009~~ 2010  
by David Weaver and Scott Weaver  
(Insert Lessors name on the line above)

My commission expires  
JANE C. WHITMER *Jane C. Whitmer*  
Notary Public, State of Ohio Notary Public  
My Commission Expires May 16, 2011

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